

QUEST FOR GOLD

Ontario Athlete Assistance Program

Athlete / PSO / MSO Agreements

PSO / Athlete Agreement

In order to be eligible for athlete assistance from the Province of Ontario each provincial level athlete must return a signed copy of their Provincial or Multi Sport Organization (PSO/MSO) / Athlete Agreement along with the completed Ontario Athlete Assistance Program application. Senior National Team Athletes will abide by their respective NSO / Athlete Agreements.

It is the responsibility of the PSO/MSO to develop and provide copies of their PSO/MSO / Athlete Agreement to athletes that are eligible to receive Ontario Athlete Assistance according to the Quest for Gold program.

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All Ontario carded athletes and their PSO /MSO must sign an Athlete/PSO/MSO agreement in order to be eligible for nomination to the Ontario Athlete Assistance program.

The purpose of the Athlete/PSO/MSO Agreement is to set down in writing the rights, responsibilities and obligations of the athlete and the PSO/MSO.

The Agreement must clearly specify the following:

- Benefits available to the Ontario carded athlete through his or her PSO/MSO.
- The PSO/MSOs obligations.
- The athlete's obligations, including a commitment to follow an agreed-upon training and competitive program.
- Any other commitments to the PSO/MSO that the Ontario carded athlete is required to make (for instance, time, promotional activities or financial commitments).
- The Agreement's duration (not to exceed one carding year).
- Specific PSO/MSO policies the carded athlete must abide by, including the following:
 - ✓ the PSO/MSOs anti-doping policy;
 - ✓ the Canadian Policy on Doping in Sport;
 - ✓ Ontario OAAP eligibility criteria; and
- The hearing and appeal procedure that will be used in any dispute between the carded athlete and the PSO/MSO. This procedure must conform with natural justice and procedural fairness.

Notes:

- Ontario carding is contingent upon an athlete agreeing to all conditions in his or her Athlete/PSO/MSO Agreement. In other words, Athletes must negotiate any changes to the Athlete/PSO/MSO Agreement directly with his or her Provincial /Multi Sport Organization.
- All clauses in the Agreement must clearly define the athlete's expected conduct.
- The Agreement must be in plain, understandable language, not legal jargon. Basic rights such as freedom of speech and confidentiality of medical records must be respected.

Section 2: Procedures

- 1) An Athlete/PSO/MSO Agreement is approved by the PSO/MSO.
- 2) The Agreement is modified as required. For example, individual athletes may need to modify or negotiate specific clauses to fit their situation.

It is the PSO/MSOs responsibility to ensure that all Ontario carded athletes sign their Athlete/PSO/MSO Agreement. The PSO/MSO must indicate in space provided within the Ontario Carding Application that they have received a signed copy of the Athlete / PSO/MSO agreement. Athletes for whom the PSO/MSO has not received the signed agreement will not be eligible for Ontario Athlete Assistance under the Quest For Gold Program until such time as the signed agreement is received by the PSO/MSO.

All PSO / MSO / Athlete Agreements must include the following statement:

“All minimum OAAP eligibility criteria for athletes within the Quest For Gold program are applicable within this agreement”

Appendix A: Athlete/PSO Agreement

Athlete/ PSO Agreement

AGREEMENT made this ____ day of _____, 200__

BETWEEN

The **ONTARIO TAEKWONDO ASSOCIATION**, having its provincial office at 1185 Eglinton Avenue East, North York, Ontario (hereinafter referred to as "the PSO")

AND

_____, residing at _____
(hereinafter referred to as "the Athlete").

WHEREAS the Athlete wishes to be an active competitor in PSO sanctioned events with his or her rights and obligations clearly defined;

WHEREAS the PSO is recognized by _____ (the PSOs National Federation) and The Ministry of Health Promotion Ontario as the sole Provincial Federation governing the sport of _____ in Ontario;

WHEREAS the PSO and _____ recognize the need to clarify the relationship between the PSO and the Athlete by establishing their respective rights and obligations;

AND WHEREAS the Quest For Gold - Ontario Athlete Assistance Program (hereinafter referred to as "the Ontario AAP") requires these rights and obligations to be stated in a written agreement to be signed by the PSO and the Athlete who applies for assistance under the Ontario AAP;

AND WHEREAS the National Federation requires that the PSO certify the eligibility of the Athlete to compete as a member in good standing;

NOW THEREFORE the parties agree to the following:

PSO's Obligations

1. The PSO shall:

- a. organize, select and operate teams of athletes, coaches and other necessary support staff (a Provincial Team) to represent Ontario in the sport of Taekwondo at Provincial and National competitions;

- b. publish criteria for the selection of athletes to the Ontario AAP before the selection process begins for the particular sport;
- c. nominate all athletes who meet Ontario AAP criteria;
- d. organize programs and provide funding for the development and provision of coaching expertise, officials and event training centres in Ontario in the sport of Taekwondo in accordance with the budget of the PSO;
- e. assist the Athlete in obtaining quality medical care and advice;
- f. regularly provide Provincial Team and OAAP information (training and competition) to the Athlete in the form of mailed correspondence;
- g. provide a formal review of the Athlete's annual training program;
- h. provide funding for the Athlete for training camps and competitions in accordance with the budget of the PSO;
- i. provide an appeal procedure that is in conformity with the principles of natural justice and procedural fairness, which shall include access to an independent arbitration process with respect to any dispute the carded athlete may have with the PSO related to the Quest For Gold (OAAP), and publish the details of this procedure in a prominent manner so that it is freely available to all athletes or any person requesting this information by or on behalf of the Athlete.

Athlete's Obligations

2. The Athlete shall:

- a. recognizing the responsibilities of the coaches in coaching-related decisions, follow the training and competitive program mutually agreed to by the following:
 - o the PSO representative responsible for developing and monitoring Provincial Team training and competitive programs (the Provincial Coach or High Performance Director, for example);
 - o the Athlete's personal coach; and
 - o the Athlete;
- b. avoid living in an environment not conducive to high-performance achievements or taking any deliberate action that puts his or her ability to perform at risk or limits performance;
- c. provide the Provincial Coach or his or her designate, by mail sent to the Provincial Office, with an annual training chart and monthly updates of changes to the chart or any other appropriate information that the PSO may request;

- d. participate in all mandatory training camps and competitions as described in Appendix A of this Agreement (Appendix A is sport specific and is not included in this document);
- e. notify the PSO immediately in writing of any injury or other legitimate reason that will prevent the Athlete from participating in an upcoming event referred to in Appendix A of this Agreement (Appendix A is sport specific and is not included in this document) and ensure in the case of an injury that a certificate from a medical doctor setting out the specific nature of the injury is forwarded to the PSO within three weeks of the injury;
- f. dress in the Provincial Team uniform and other official clothing, if applicable, while traveling or participating as part of the Provincial Team;
- g. avoid any action or conduct that would reasonably be expected to significantly disrupt or interfere with a competition or the preparation of any Athlete for a competition;
- h. during or at Provincial Team training camps and competitions, avoid alcoholic consumption to a level that would reasonably be expected to impair the Athlete's ability to speak, walk or drive, or cause the Athlete to behave in a disruptive manner;
- i. avoid the use of banned substances that contravene the rules of the International Olympic Committee (IOC), the rules of the International Federation and the Canadian Policy on Doping in Sport;
- j. submit, without prior warning, to unannounced doping-control tests in addition to other prior-notice tests and submit at other times to doping-control testing when requested by the PSO, Sport Canada, the Canadian Centre for Ethics in Sport (CCES) or other authorities designated to do so;
- k. avoid the possession of anabolic drugs and neither supply such drugs to others directly or indirectly nor encourage or condone their use by knowingly aiding in any effort to avoid detection of the use of banned substances or banned performance enhancing practices;
- l. participate, if asked by the PSO to do so, in any Doping Control/Education Program developed by the PSO in co-operation with Sport Canada and the CCES;
- m. avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted;
- n. participate in sport-related, non-commercial promotional activities on behalf of the Government of Ontario. The PSO/ MSO usually makes such requests for participation and arranges the activities. Unless supplementary compensation is arranged, these activities do not normally involve more than two working days per athlete per year;
- o. adhere to and comply with the PSO's appeal procedure; and
- p. actively participate in all Ontario AAP evaluation activities. Athletes will co-operate fully in any evaluation of the Ontario AAP that may be conducted by the Minister or anyone authorized to act on the Minister's behalf and provide such data as the person conducting the evaluation considers necessary for the proper conduct of the evaluation.

3. Default of Agreement

- a. Where one of the parties to this agreement is of the opinion that the other party has failed to conform with its obligations under this agreement, the following shall occur:
 - i. The one party shall notify the other party in writing of the particulars of the alleged default.

- ii. If there exists a reasonable opportunity to correct the default and the default is not so fundamental as to amount to a repudiation of this agreement, the notifying party shall indicate in the notice the steps to be taken to remedy the default and a reasonable period of time to complete the remedial steps.
 - iii. The parties agree that the giving of the above referred-to notice by a party will not prevent that party from later asserting that the default was so fundamental as to amount to a repudiation of this agreement.
- b. If the party receiving the notice remedies the breach within the specified time, the dispute shall be considered resolved and neither party shall have any recourse against the other concerning the matter alleged to comprise the default. If the party receiving the notice fails to remedy the breach within the specified time and either party wishes recourse against the other concerning the matters alleged to comprise the default, that party shall use the dispute settlement mechanism of this agreement to resolve the differences between the parties.

“All minimum eligibility criteria for athletes within the Quest For Gold program (OAAP) are applicable within this agreement”

Duration of Agreement

This AGREEMENT comes into force on the _____ day of _____, 200__, and terminates on the _____ day of _____, 200__ .

Athlete Declaration

I hereby declare that in return for any financial assistance provided by the Quest For Gold - Ontario Athlete Assistance Program, I undertake to fulfil all commitments and responsibilities outlined in the booklet Ontario Athlete Assistance Program Policies and Procedures and my Athlete/PSO Agreement. I agree to refund any assistance provided to me, should my eligibility status change or my carded status be withdrawn, effective the withdrawal/change of status date.

The Ontario Taekwondo Association (the PSO)

Witness Date PSO Representative

Witness Date Athlete

Appendix B: Athlete/ PSO Agreement

Ontario Taekwondo Association

Athlete Agreement

Ontario Taekwondo Association

1185 Eglinton Avenue East, North York, Ontario, M3C 3C6

phone: (416) 652-8889 fax: (905) 827-0178

e-mail: secretary@taekwondo.on.ca website: www.taekwondo.on.ca

Ontario Taekwondo Provincial Team Athlete Agreement

An agreement between Ontario Taekwondo Association (hereinafter referred to as OTA) and;

Athlete Name: _____ Date: _____

Signature: _____ Birth Date: _____

Address: _____ City: _____

Postal Code: _____ Home Phone: _____

For all Ontario Taekwondo athletes, please have parent/guardian sign below confirming that they have read and understand this Athlete Agreement.

Parent's Signature: _____ Date: _____

Parent's Name: (please print) _____

This agreement is for the benefit of the athletes, coaches, and the Ontario Taekwondo Association (OTA). It's purpose is to clarify the responsibilities of participants as well as the organization. We want your Team Ontario experience to be a positive one, and hope to assist by developing a fair understanding to provide guidance in achieving excellence.

The goal of the OTA is to place athletes on provincial taekwondo teams with a high probability of winning medals at the events.

Congratulations on your achievement in earning a position on the provincial team!

ORGANIZATION

1. The OTA agrees to supply the select team athletes with coaching services, providing training opportunities, transportation, accommodation and registration cost for participation at the event.
2. The Ontario Taekwondo team operates under the direct authority of the OTA appointed Team managers and coaches who in turn are accountable to the Technical Committee.

3. Before any athlete is permitted to participate in training or competition, they are required to be a registered blackbelt member in good standing with OTA.
4. Before an athlete is permitted to participate in training or competition after a significant or major injury rehabilitation, OTA requires the written consent from the athlete's physician.
5. Athletes are reminded that Ontario Medical Insurance is provided under family coverage until the age of majority. Athletes must have proof of provincial coverage.
6. The OTA is not liable for the costs of discretionary medical treatment taken outside of Canada.
7. Athletes are obliged to report all injuries and illness promptly to the OTA coaches and/or OTA Team doctor if applicable.

MEDICAL CONSENT

1. Should a medical emergency arise whereby the athlete is unable to give consent for an emergency medical procedure, and if it is impossible or impractical to obtain consent of the next of kin, the athlete understand and agrees to delegate the responsibility of the consent to the attending Team coach.

INSURANCE

1. OTA team provides liability* insurance for athletes while under Team Ontario jurisdiction.
2. Personal disability insurance and/or income replacement coverage is the sole responsibility of the athlete.
3. These insurance policies do not apply to non taekwondo related injuries or accidents.
4. Specific detailed procedures for claims administration must be followed. For further information, contact the OTA Office at (416) 652-8889.

GENERAL RULES OF CONDUCT

Ontario Taekwondo Athletes shall :

1. agree to abide by the rules, regulations, laws, and bylaws of the OTA, WTF Canada, the Province of Ontario, Canada, any host countries, and host venues.
2. avoid any behaviour which would cause unreasonable disruption or interference in competitions, training camps, or preparation of any athlete for a competition; (i.e. fist fighting, abusive or foul language, etc.)
3. avoid theft or vandalism of any property, hotel rooms, dormitories, training facilities, and equipment; The athlete shall be held accountable for such actions and agrees to reimburse the OTA and/or WTF Canada directly for any such damage.
4. show respect to all people regardless of gender, colour, race, or creed. (i.e. be discreet in expressing and exchanging political, economical, and religious views in public)
5. avoid the use of banned substances that are contravention to the rules, regulations, and bylaws of OTA, WTF Canada, and the IOC.
6. for athletes to submit to random doping control tests at competitions and at other reasonable times as requested by OTA, WTF Canada, the Canadian Centre for Drug-free Sport, or any other authority designated to do so by the OTA or WTF Canada; Failure to submit to such testing shall be grounds for immediate dismissal from OTA membership.
7. avoid substance use, whether alcohol, or drug abuse and the use and possession of illegal drugs as defined according to the laws of Canada, and Ontario.
8. participate in substance abuse counseling and /or "Drug Free Education" programs when requested to do so.
9. Compete hard within the rules.
10. Exercise self-control at all times.
11. Respect the decisions of officials without gesture or argument.
12. Show good sportsmanship by winning with humility and losing with dignity.

13. Show that it is a privilege to represent their school, community, and province.
14. Recognize and applaud honesty and wholeheartedly the efforts of team-mates or opponents regardless of gender, colour, creed, or race.
15. respect the referee and the opponent before and after the match;
16. not talk, not swear, and not make gestures to the opponent or the referee;

Dress

17. Ontario team members must bring appropriate clothing for official functions and the final banquet. All clothes should be neat and clean.
18. During travel, all team members are asked to dress appropriately. Sweat pants, torn blue jeans, or gym shorts are not suitable for travel.

Punctuality

19. All team members are expected to be on time for all scheduled events. i.e. training sessions, competitions, meetings, etc.. For team co-ordination to work effectively, it is important for all members to be punctual.

Harassment

20. Athletes shall not partake in any form of harassment.
21. Harassment can be defined as comment, conduct, or gesture directed toward an individual or group of individuals, which is insulting, intimidating, humiliating, malicious, degrading, or offensive.
22. Sexual harassment can be defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when;
 - submitting to or rejecting this conduct is used as the basis for making decisions which affect the individual; or
 - such conduct has the purpose or effect of interfering with an individual's performance; or
 - such conduct creates an intimidating, hostile, or offensive environment.

GRIEVANCES

1. OTA polices provide an athlete grievance mechanism. The first level shall be the coach. Appeals are permitted up to the Harassment Committee.
2. On the matters of grievance, the decision of the Harassment Committee shall be final.

TRAINING & COMPETITION RULES

1. OTA shall provide a comprehensive training and competition program designed to assist the athlete in their pursuit of excellence.
2. The athlete shall appear at all training sessions, camps, courses and competitions as requested by the designated OTA Coach or Manager.
3. The athlete shall always maintain a high level of specific physical fitness satisfactory to his/her coach and understand that failure to maintain such levels may result in disciplinary action.
4. The individual athlete accepts final responsibility for the observance of any signs of skin infections which must be reported to the coach.

“All minimum OAAP eligibility criteria for athletes within the Quest For Gold program are applicable within this agreement”